

Form PTO-1595

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
INFANTINO, INC.

3-28-03

2. Name and address of receiving party(ies)
Name: INFANTINO, LLC.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Street Address: 9909 Huennekens Street, Suite 200

City: San Diego State: CA Zip: 92121

Execution Date: March 18, 2003

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)
09/864,910

B. Patent No.(s)
D452,993

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: William J. Brucker, Esq.

Internal Address: _____

Street Address: STETINA BRUNDA GARRED & BRUCKER

75 Enterprise, Suite 250

City: Aliso Viejo State: CA Zip: 92656

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 80.00

- Enclosed
- Authorized to be charged to deposit account

*Please charge any additional fees to:
8. Deposit account number:

19-4330

(Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

William J. Brucker
Name of Person Signing

March 21, 2003
Date

Total number of pages including cover sheet, attachments, and documents

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT

REEL: 013887 FRAME: 0098

FINANCE SECTION
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PATENT ASSIGNMENT

WHEREAS, INFANTINO, INC., an Indiana corporation, having a principal place of business at 9404 Cabot Dr., San Diego, California 92126 (hereinafter "ASSIGNOR"), represents and warrants that it is the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR has filed the following United States patent applications and/or Letters Patents in the United States (hereinafter "the Patents"):

<u>Patent/Serial No.</u>	<u>Issue/Filing Date</u>	<u>Title</u>
D452,993	January 22, 2002	INFANT CARRIER
09/864,910	May 24, 2001	INFANT CARRIER

WHEREAS, INFANTINO, LLC, a California corporation having offices at 9909 Huennekens Street, Suite 200, San Diego, California 92121 (hereinafter "ASSIGNEE") desires to acquire the entire right, title, and interest in and to the inventions disclosed in the Patents;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) to ASSIGNOR, and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and all Patents that may be granted thereon, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patent for said improvements and all Letters Patents resulting from the Patents to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR does hereby sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the said issued Letters Patents;

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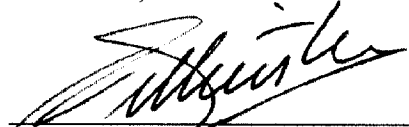
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ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents immediately upon becoming aware of those facts, and that it will testify truthfully in any legal proceeding involving any of the Patents, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything lawfully possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents in all countries.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 18th day of March 2003.

INFANTINO, INC.

By: 
Name: Michael Silberstein
Title: PRESIDENT

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature